

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PIERRE LAVI, :
: :
Plaintiff, :
: :
-against- : 22-cv-6000 (VSB)
: :
BANK NEGARA INDONESIA, : **ORDER**
Defendant. :
-----X

VERNON S. BRODERICK, United States District Judge:

On November 9, 2022, Plaintiff mailed a letter regarding this matter which, owing to an oversight, was not docketed. I have considered this letter in the course of adjudicating this case to the degree that it is relevant and docket it attached to this Order solely to ensure a complete record.

SO ORDERED.

Dated: August 7, 2023
New York, New York



Vernon S. Broderick
United States District Judge

P. Lavi
10 Auserehl Court Huntington, New York 11743, USA
Tel: (516)480-2000 Fax: (516)349-7906 E-Mail: plavi3621@gmail.com

November 9, 2022

Honorable Vernon S. Broderick
United States District Judge
500 Pearl Avenue
New York, NY 10007

Dear Honorable Judge Broderick,

In reference to your kind telephone conversation on October 28, 2022, I respectfully request for you to kindly note the following;

Nature of Action

This is an action to recover the balance of the money which my company, Turbo Dynamics Corporation, has already shipped to BNI in Jakarta, Indonesia and by criminal action of BNI towards JP Morgan Chase Bank has not been paid. For your Honor's information fraud against any financial institution in the United States of America is not subject to any limitation of time. The email of BNI to Chase was dated December 6, 2011 but based on the attached document will not be subject to any statute of limitation. Moreover, due to the fact that BNI did not send us the amount of \$411,600 in a timely manner, I was obliged to sell my property known as 150 Express Street located in Plainview, NY 11803 which undersigned has had as a manufacturing company for gas turbines which was established in June 1974. Simply because we could not pay the rent for almost two years, we were forced to sell the building and put the machinery and stock parts in two different storage facilities which I am the only party responsible for the rent every month.

Jurisdiction Statement

In my humble opinion, your Honorable Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. 1332(A)(2) as citizen of New York and all Defendants are citizens of New York or Foreign State. BNI is subject to personal jurisdiction in New York pursuant to NY CPLR 302(A)(1)(2) and or (3). Defendant BNI is subject to jurisdiction in New York pursuant to CLPR 301 because BNI is located in New York City as well.

Factual Background

Due to the fact that BNI did not transfer the money owed to us \$411,600 on a timely manner we were obliged to sell our warehouse and since then we are out of business. For this reason, your Honor will decide the amount due to undersigned by BNI in New York City.

With your permission, I am attaching herewith enclosed the statement which has been sent to my accountant confirming that my younger brother Jamshid Lavi and Mansour Lavi have no interest in the ownership of Turbo Dynamics Corporation.

Therefore I am the only one who has the right to bring forth a claim against BNI in New York City which should be kindly noted,

Respectfully submitted,

Pierre Lavi

Attached:
Confirmation that Jamshid Lavi does not have ownership of Turbo Dynamics

Pierre Lavi <plavi3621@gmail.com>

Re: Settlement of my account with you with you mansour and tdc

4 messages

Turbo Dynamics <turbodynncorp@gmail.com>
 To: "J. Lavi" <jlavi85@gmail.com>

Sun, Sep 13, 2020 at 5:27 PM

Dear brother
 In order to reply to your email pls be kind enough
 In sending me copies of what we signed at
 The office of mr Spitzer several months ago
 As I could not find the file .
 Tks
 P lavi

Sent from my iPhone

On Sep 12, 2020, at 15:49, J. Lavi <jlavi85@gmail.com> wrote:

*Statement of
 Jamshid Lavi
 Confirming he has no
 Share or interest
 in Turbo Dynamics
 Corporation.*

Noted.

Do please convey my agreement as to above to the firm of Ambrosio & Bellotti, the TDC accountant, and the fact that I am surrendering my entire 20% (nine (9) percent were transferred to Amir) shares of TDC to the Corporation.

This agreement by undersigned is subject and means that from this point on forward, you, Pierre Lavi alone as well as your heirs, undertake and indemnify and release me from any action, suits, debts, claims, demands, account reckonings, Judgments, contracts, damages whatsoever initiated by any individual, United States entities, Any United State Governmental Organizations, and or any foreign Governmental Organizations and or entities.

As well please note that as recently via email, I have brought to your attention that I am in dire need of balance of a loan that on your behalf and direction, on or about July of 2010, I paid to Angella Motehadeh.

Please confirm your agreement as outlined above to me via return email.

FYI, the content of this email is being copied to Mr. Hardy as well.

Jamshid

On Fri, Sep 11, 2020 at 11:42 AM Turbo Dynamics <turbodynncorp@gmail.com> wrote:

I had carried this company since it's foundation
 Provided not only services but by
 Many million dollars as investment or shortfall
 Of my money . Turbo dynamics corporation
 Owes me many million of dollars which I should
 Receive . There are still some inventory as well
 As some machineries available which I shall sell and keep the money which I had spent and put into the
 business of turbo dynamics corporation , omega Industries INC. Omega
 International. , western dynamics INC western
 Dynamic international Etc.t
 To avoid any misunderstanding I need yours
 As well As mansour lavi full confirmation to
 My statement , when confirmed pls send the email copy to mr Jon Hardy our accountant